



AGENDA
LEGAL COMMITTEE MEETING
Thursday, March 30, 2017 at 4:00PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the Legal Committee meeting on **February 23, 2017**. *p. 3*

REGULAR ITEMS

1. To recommend to full Council that the following RIAC agreements to existing leases be placed on the Consent agenda for approval: *p. 5*
 - (A) Consider approval to authorize Old Dog Brotherhood, Roswell Chapter, to renew their current lease agreement on Building No. 734. *p. 7*
 - (B) Consider approval to authorize Cliff Waide, an individual, to renew his current lease agreement on "T" Hangar Building No. 120, Space 4. *p. 8*
 - (C) Consider approval to authorize AerSale, Inc., a Florida Corporation, to amend their current lease agreement on Building No. 115 to allow for rent abatement in accordance with RIAC Rent Abatement Policy. *p. 9*
 - (D) Consider approval to authorize Sidney Gutierrez Middle School to exercise the first of two five year options for leased property at RIAC. *p. 22*
2. Consider recommendation to full council of revised Proposed Ordinance 17-10, permitting poultry within city limits, to authorize advertisement of a public hearing on same. *p. 23*

NON ACTION ITEMS

3. Discussion of amendment to Roswell City Code to permit off-highway vehicles to operate on paved city streets. *p. 26*
4. Update on agenda and activity for Planning and Zoning Commission.

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 16-69.

NOTICE OF POTENTIAL QUORUM – A quorum of the City Council may or may not attend, but there will not be debate by the City Council. The Council, acting as attendees to an informational presentation, will not be discussing public business and no action will be taken.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.

Printed and posted: **Monday, March 27, 2017**

**Regular Meeting of the Legal Committee
Held in the Conference Room at City Hall
February 23, 2017**

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 16-69.

ROLL CALL

The meeting convened at 4:00 p.m. with Chairman Perry presiding and Councilors Oropesa, Foster and Best being present.

Staff present: Bill Morris, Aaron Holloman, Louis Najar, Mike Mathews, Jim Burrell, Thomas Moody and Scott Stark.

Guests present: Lisa Dunlap, David Kim and Charlie Lambert.

APPROVAL OF AGENDA

Councilor Oropesa moved to approve the February 23, 2017 Legal Committee meeting agenda. Councilor Foster was the second. A voice vote was unanimous and the motion passed.

APPROVAL OF MINUTES

Councilor Foster moved to approve the minutes from the January 26, 2017 regular Legal Committee meetings. Councilor Oropesa was the second. A voice vote was unanimous and the motion passed.

REGULAR ITEMS

To recommend to full City Council that the following RIAC agreements to existing leases be placed on the Consent agenda for approval:

- (A) Consider approval to authorize Thurston Woods, an individual, to renew his current lease agreement on a portion of Building No. 1776. Mr. Stark discussed the lease agreement. Thurston Woods leases the building for the purpose of storage of personal items. The building is 1,798 square feet. New rent amount is \$172 monthly; \$2,064 annually. The term is from April 1, 2017 through March 31, 2018. Thurston Woods has been a customer since April 2010. Councilor Oropesa moved to send on consent agenda approval to authorize Thurston Woods to renew the current lease agreement on a portion of Building No. 1776, subject to all terms and conditions. Councilor Foster was the second. A voice vote was unanimous and the motion passed.
- (B) Consider approval to authorize Zachary Canright and Jared Putman, as individuals, to renew their current lease agreement on "T" Hangar Building No. 120, Space 3. Mr. Stark discussed the lease agreement. Zachary Canright and Jared Putman lease the building for the purpose of aircraft storage and maintenance. The building is 1,002 square feet. New rent amount is \$178 monthly; \$2,136 annually. The term is from April 1, 2017 through March 31, 2018. Zachary Canright and Jared Putman have been customers since March 2009. Councilor Oropesa moved to send on consent agenda approval to authorize Zachary Canright and Jared Putman to renew the current lease agreement on "T" Hangar Building No. 120, Space 3, subject to all terms and conditions. Councilor Foster was the second. A voice vote was unanimous and the motion passed.
- (C) Consider approval to authorize Zen Sportz, Inc., a New Mexico Corporation, to renew their current lease agreement on office space Building No. 1, the Terminal. Mr. Stark discussed the lease agreement. Zen Sportz, Inc., leases the office space for the purpose of a business office.

The space is 100 square feet. New rent amount is \$106 monthly; \$1,272 annually. The term is from April 1, 2017 through March 31, 2018. Zen Sportz, Inc., have been a customer since February 2015. Councilor Oropesa moved to send on consent agenda approval to authorize Zen Sportz, Inc., to renew the current lease agreement on office space Building No. 1, the Terminal, subject to all terms and conditions. Councilor Foster was the second. A voice vote was unanimous and the motion passed.

- (D) Consider approval to authorize SCEYE SARL, a new lease agreement on Building No. 1670 and a parcel of land. Mr. Stark discussed the new lease agreement. Mr. Lambert and Dr. Kim gave a presentation explaining SCEYE LLC., and the proposed projects. SCEYE SARL, would lease Building No. 1670 and a parcel of land for the purposed of research and development of lighter than air vehicles. The building is 4,947 square feet and the parcel 75,000 square feet respectfully. Rent amount is \$560 monthly; \$6,720 annually. The term is from April 1, 2017 through March 31, 2022. Councilor Foster moved to send on consent agenda approval to authorize SCEYE SARL, a new lease agreement on Building No. 1670 and a parcel of land, as amended and subject to all terms and conditions. Councilor Best was the second. A voice vote was unanimous and the motion passed.

Consider sending to full City Council for approval the agreement between City and Roebuck Entertainment relating to structures at Spring River Park. Mr. Holloman discussed the agreement stating that since the Christmas Railway event in December 2016, several structures erected for the event have been left on City Property. The two parties are seeking to enter into an agreement to formalize that arrangement and plan for contingencies. A representative for Roebuck Entertainment was not present therefore committee members made no motion.

NON-ACTION ITEMS

Discussion and update of condition of Millennium Transit Services facilities located at RIAC and City options for remediation of any existing issues. Mr. Stark discussed the condition of Millennium Transit Services stating that the facility has leased property from the City since 1980 to construct a bus manufacturing plant. There has recently been some damage to the facility. According to Mr. Stark, Mr. Stout from Millennium Transit Services, has reported that they have begun making repairs. Mr. Stark has seen work at the building and believes the damage is only to the roof of the building and not any underlining structures. At this time the City is exploring additional options related to the needed repairs.

Discussion of amendment to Roswell City Sec. 4-13 to allow chickens to be kept in city limits. Councilor Perry opened discussion. Currently, chickens and other egg-laying fowl are prohibited from being kept in city limits. Mr. Holloman explained that the City Code could be amended to permit keeping a small number of female fowl subject to certain conditions related to cleanliness and safety.

Discussion of amendment to Roswell City Code to permit off-highway vehicles to operate on paved city streets. Mr. Holloman discussed the item stating that currently, off-highway vehicles are not permitted to operate on City streets. Several municipalities have followed the state's lead in permitting these vehicles to be operated on municipal roadways subject to certain limitation.

PUBLIC PARTICIPATION

NONE

ADJOURN

Meeting adjourned at 5:23 p.m.

ROSWELL NEW MEXICO
Legal Committee
Thursday, March 30, 2017 at 4:00 p.m.
City Hall Conference Room
425 N. Richardson – Roswell, NM 88201

ACTION REQUESTED:

Consider approval to authorize Old Dog Brotherhood, Roswell Chapter, to renew their current lease agreement on Building No. 734.

Consider approval to authorize Cliff Waide, an individual, to renew his current lease agreement on "T" Hangar Building No. 120, Space 4.

Consider approval to authorize AerSale, Inc., a Florida Corporation, to amend their current lease agreement on Building No. 115 to allow for rent abatement in accordance with RIAC Rent Abatement Policy.

Consider approval to authorize Sidney Gutierrez Middle School to exercise the first of two five year options for leased property at RIAC.

BACKGROUND:

Old Dog Brotherhood, Roswell Chapter leases the building for the purpose of meetings and vehicle maintenance. 2,484 square feet. New rent amount is \$221 monthly; \$2,652 annually. Rent adjustment is 2.79%. Old Dog Brotherhood, Roswell Chapter has been a customer since April 2011.

Cliff Waide leases the building for the purpose of aircraft storage and maintenance. 1,175 square feet. New rent amount is \$185 monthly; \$2,220 annually. Rent adjustment is 3.35%. Cliff Waide has been a customer since January 2013.

AerSale, Inc., is requesting rent abatement in an amount not to exceed \$6,918.44 for replacement of 2 overhead doors, 2 electric operators with photo eyes, and control stations on Building No. 115.

Sidney Gutierrez Middle School is requesting to exercise the first of two five year options on Building No. 524. New rent amount \$2,907 monthly; \$34,884 annually on the first year of the

new term. New lease term: July 1, 2017 through June 30, 2022.

FINANCIAL CONSIDERATION:

Old Dog Brotherhood, Roswell Chapter leases the building for the purpose of meetings and vehicle maintenance. 2,484 square feet. New rent amount is \$221 monthly; \$2,652 annually. Rent adjustment is 2.79%. Term: May 1, 2017 through April 30, 2018.

Cliff Waide leases the building for the purpose of aircraft storage and maintenance. 1,175 square feet. New rent amount is \$185 monthly; \$2,220 annually. Rent adjustment is 3.35%. Term: May 1, 2017 through April 30, 2018.

AerSale, Inc., - Rent Abatement in the amount of \$6,918.44.

Sidney Gutierrez Middle School is requesting to exercise the first of two five year options on Building No. 524. New rent amount \$2,907 monthly; \$34,884 annually on the first year of the new term. New lease term: July 1, 2017 through June 30, 2022.

LEGAL REVIEW:

The City Attorney has reviewed the leases and addendums.

BOARD / COMMITTEE ACTION:

The legal committee is scheduled to meet on March 30, 2017.

STAFF RECOMMENDATION:

Consider approval of leases and addendums as presented.

THIS LEASE executed in Roswell, New Mexico on this 13th day of April, 2017 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and OLD DOG BROTHERHOOD, Roswell Chapter, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 734 consisting of 2,484 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on May 1, 2017 and ending April 30, 2018 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Six Hundred Fifty Two Dollars and No Cents (\$2,652.00), payable in 12 monthly installments of \$221.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$100.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to

THIS LEASE executed in Roswell, New Mexico on this 13th day of April, 2017 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and CLIFF WAIDE, an individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 120 space 4 consisting of 1175 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).
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2. TERM. The Lease term is for one (1) year, commencing on May 1, 2017 and ending April 30, 2018 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Two Hundred Twenty Dollars and No Cents (\$2,220.00), payable in 12 monthly installments of \$185.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$164.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition as is. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and AERSALE, INC. a Florida Corporation, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated August 6, 2015 for part of Building No. 115, "the Lease".

WHEREAS, Tenant desires to make improvements to the premises which benefit Landlord; and

WHEREAS, Tenant is requesting rent abatement in accordance with RIAC Rent Abatement Policy;

NOW THEREFORE, Landlord and Tenant (each "Party" and both collectively the "Parties") agree as follows:

1. Rent abatement not to exceed \$6,918.44 shall be given for replacement of 2 overhead doors and 2 electric operators with photo eyes and control stations in accordance with RIAC Rent Abatement Policy, provided the said improvements for which rent abatement is sought as part of this addendum shall be completed no later than June 30, 2017.
2. Rent abatement will be abated in full after verification that the work has been completed as evidenced by receipts and visual inspection.
3. Except as amended herein, the original Lease shall continue without change, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this First Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of April, 2017.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
AERSALE, INC.

Ron Wolf, Vice President

Door Techs, LLC

P O Box 403

Roswell, NM 88202-0403

Estimate

Date	Estimate #
2/2/2017	3542

Name / Address
Aerosale 56 G Street Roswell, NM 88203

			Project
Description	Qty	Cost	Total
1 - 12'2 x 12' Raynor Steel Form Basic, White, Non-Insulated, Commercial, Side Seal and Header Seal, Angle Mount to Steel, 12" Radius, Pusher Bumpers; and 1 - 16'2" x 11'7" Raynor Steel Form Basic, White, Non-Insulated, Commercial, Side Seal and Header Seal, Angle Mount to Steel, Highlifted 6" for Side Mount Operator, Pusher Bumpers; and 2 - Raynor Control Hoist Basic Side Mount Commercial Operators with Emergency Chain Hoist Disconnect, Thru-Beam Photo-Eyes, 3-Button Station One year warranty plus factory warranty. Electrical by others. We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of \$6,918.44 with payment to be made due upon receipt of invoice upon completion.	1	6,500.00	6,500.00T
		Subtotal	\$6,500.00
		Sales Tax (6.4375%)	\$418.44
		Total	\$6,918.44

Door Techs, LLC

P O Box 403

Roswell, NM 88202-0403

Estimate

Date	Estimate #
2/2/2017	3542

Name / Address
Aerosale 56 G Street Roswell, NM 88203

			Project
Description	Qty	Cost	Total
1 - 12'2 x 12' Raynor Steel Form Basic, White, Non-Insulated, Commercial, Side Seal and Header Seal, Angle Mount to Steel, 12" Radius, Pusher Bumpers; and 1 - 16'2" x 11'7" Raynor Steel Form Basic, White, Non-Insulated, Commercial, Side Seal and Header Seal, Angle Mount to Steel, Highlifted 6" for Side Mount Operator, Pusher Bumpers; and 2 - Raynor Control Hoist Basic Side Mount Commercial Operators with Emergency Chain Hoist Disconnect, Thru-Beam Photo-Eyes, 3-Button Station One year warranty plus factory warranty. Electrical by others. We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of \$6,918.44 with payment to be made due upon receipt of invoice upon completion.	1	6,500.00	6,500.00T
		Subtotal	\$6,500.00
		Sales Tax (6.4375%)	\$418.44
		Total	\$6,918.44

(575) 622-1775

Date	Proposal #
2/2/2017	1275

Name / Address
Aersale 56 G Street Roswell, NM 88203

Job Location
56 G Street Roswell, NM Att: Chris Huebner

Specifications and estimates for:	Qty	Total
12x12 non-insulated / sectional / white / installed	1	2,095.00T
Operator / installed	1	1,045.00T

\$235.50

\$3,375.50

Authorized
Signature

(575) 622-1775

Date	Proposal #
2/2/2017	1276

Name / Address
Aersale 56 G Street Roswell, NM 88203

Job Location
56 G Street Roswell, NM Att: Chris Huebner

Specifications and estimates for:	Qty	Total
16x11'7" Sectional / white / installed	1	2,695.00T
Operator / installed	1	1,015.00T

\$278.25

\$3,988.25

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature: _____

Authorized
Signature

Chaves County Door & Supply, Inc
1212 Garden Avenue
Roswell, New Mexico 88201

(575) 622-1775

PROPOSAL

Date	Proposal #
2/2/2017	1275

Name / Address
Aersale 56 G Street Roswell, NM 88203

Job Location
56 G Street Roswell, NM Att: Chris Huebner

Specifications and estimates for:	Qty	Total
12x12 non-insulated / sectional / white / installed	1	2,095.00T
Operator / installed	1	1,045.00T

Sales Tax (7.5%)

\$235.50

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN
TEN (10) DAYS.

Total

\$3,375.50

We propose hereby to furnish material and labor--complete in
accordance with the above specifications, for the sum of:

Acceptance of Proposal--The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as
outlined above.

Date of Acceptance: _____

Authorized Signature: _____

Authorized
Signature _____

All material is guaranteed to be as specified. All work to be completed in
a professional manner according to standard practices. Any alteration or
deviation from above specifications involving extra costs will be executed
only upon written orders, and will become an extra charge over and above
the estimate. All agreements contingent upon strikes, accidents or delays
beyond our control. Owner to carry fire, tornado, and other necessary
insurance. Our workers are fully covered by Worker's Compensation
insurance.

(575) 622-1775

Date	Proposal #
2/2/2017	1276

Name / Address
Aersale 56 G Street Roswell, NM 88203

Job Location
56 G Street Roswell, NM Att: Chris Huebner

Specifications and estimates for:	Qty	Total
16x11'7" Sectional / white / installed	1	2,695.00T
Operator / installed	1	1,015.00T

Sales Tax (7.5%)	\$278.25
Total	\$3,988.25

We propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature: _____

Authorized Signature _____

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Overhead Door Co. of Southeastern NM

PO Box 1673
Roswell, NM 88202-1673

200 South Hemlock
Roswell, NM 88203

The Genuine. The Original.



Phone: 575-622-0149

Fax: 575-622-4187

Hobbs Phone: 393-2250

Proposal #: OHD-1314

Q 1644

PROPOSAL SUBMITTED TO: Aersale				Date 1/31/2017		Attention Chris Huebner			
STREET 511 East Challenger				Job Name South Side East Door and Operator Replacement					
City Roswell		State NM	Zip Code 88203		Job Location 56 G Street Roswell, NM				
Phone Number		Fax Number		Job Phone					

ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEADROOM	JAMB TYPE
1	1	424	16' 2"	11' 6"	16' 0"	11' 5"	Electric	22 Inches	Steel
2	1	RSX-J	Jackshaft	Electric	Operator				

FURNISH AND INSTALL:

The above sized 424 series non-insulated sectional door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: non-insulated 24 ga. roll-formed ribbed galvanized steel sections constructed with rabbetted meeting rails to form weather tight joints, with 16 ga. center and end stiles. Section thickness is to be 2". Product design will meet or exceed industry standards for wind loading. Hinges, tracks, and fixtures will be galvanized.

Overhead Door Corp. standard duty operator, model RSX-J. Jackshaft type for use on Sectional doors. Operator to be mounted right hand. Horsepower - 1/2. Voltage - Single phase 115vac or 208vac or 230vac power, 60 Hz. Rated continuous duty (60 cycles per hour). Motor - Open Drip Proof, with braking system. Furnished with emergency chain hoist and floor-level disconnect. Connection to door is side mount and direct coupled to door shaft.

Electrical and mechanical features include:

3-Button Control Station (open-close-stop).

DC progressive brake system brings the door to a soft stop for less wear and tear on the system.

Control system features a delay on reverse.

Einstein Logic - intelligent digital menu with self-diagnostics.

Advanced Radio Receiver System - stores individual signals for up to 250 Code Dodger® transmitters.

Extra safety and security with transmitters including the new commercial dual frequency versions.

Primary reduction is Super Belt with automatic tensioning. Secondary reduction is by chain and sprocket.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- 16 ga. intermediate and end stiles.
- 24 ga. galvanized roll-formed steel sections with 2" nominal thickness.
- Flex. PVC bottom weatherstrip held by retainer /provides addtl. reinforcmt.
- Rabbetted meeting rails.
- White baked-on polyester coating.
- Weatherseal, Jamb Seal Black.
- Weatherseal, Blade Top Seal, dual flap.
- Lock, Inside Slide (#1).
- Compression Bumpers.
- Track, 2", Continuous Angle In (#2) STEEL JAMB.
- Posi-Tension Drums PT-4.

\$8,616 TOT

- Solid Shaft, 1" In Lieu Of Tubing.

Item 2 above to feature the following:

- (1) Commercial Photo Eye Kit (OPAKPE2.S).

- (1) 3- Button (Open/Close/Stop), Surface or Flush Mount, NEMA1 (075211-0000).

A) Voltage could not be accurately determined upon visual inspection. This proposal is given with the understanding that the voltage will need to be field verified before an order is placed. If it is determined that the voltage is different than what was figured, additional costs will be passed on to the purchaser.

B) No electrical work included. All power and control wiring(both high and low voltage) and conduit or any other electrical apparatus, and their installation or connection is by others.

C) Overhead Door Co. of SE NM is not responsible for sealing problems due to floor or concrete irregularities.

D) Removal and disposal of old door and operator is included.

E) Tax not included.

We hereby propose to complete in accordance with above specification, for the sum of:

Five Thousand Six Hundred Sixty One Dollars and No Cents

5,661.00

Signature

Eddie Eudy
Estimator/Sales - Eddie Eudy

Direct Dial: 575-393-2250

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

Purchaser agrees that material shall remain in seller's possession until paid in full. In the event the Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. There shall be a 2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents or delays beyond our control.)

No Electrical

Work Included: All power and control wiring, both high and low voltage unless specified is the responsibility of others.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Southeastern NM

PO Box 1673
Roswell, NM 88202-1673

200 South Hemlock
Roswell, NM 88203

The Genuine. The Original.



Phone: 575-622-0149

Fax: 575-622-4187

Hobbs Phone: 393-2250

Proposal #: OHD-1312

Q 1642

PROPOSAL SUBMITTED TO: Aersale				Date 1/31/2017		Attention Chris Huebner			
STREET 511 East Challenger				Job Name Building 115 Middle East Door Replacment					
City Roswell		State NM	ZipCode 88203		Job Location 56 G Street Roswell, NM				
Phone Number		Fax Number		Job Phone					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
1	1	424	12' 2"	12' 1"	12' 0"	12' 0"	Electric	15 Inches	Steel

FURNISH AND INSTALL:

The above sized 424 series non-insulated sectional door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: non-insulated 24 ga. roll-formed ribbed galvanized steel sections constructed with rabbeted meeting rails to form weather tight joints, with 16 ga. center and end stiles. Section thickness is to be 2". Product design will meet or exceed industry standards for wind loading. Hinges, tracks, and fixtures will be galvanized.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- 16 ga. intermediate and end stiles.
- 24 ga. galvanized roll-formed steel sections with 2" nominal thickness.
- Flex. PVC bottom weatherstrip held by retainer /provides addtl. reinforcmt.
- Rabbeted meeting rails.
- White baked-on polyester coating.
- Weatherseal, Jamb Seal Black.
- Weatherseal, Blade Top Seal.
- Lock, Inside Slide (#1).
- Strut, HS-1 (.030 X 2.25) Per Strut.
- Track 12" radius.
- Track, 2", Continuous Angle In (#2) STEEL JAMB.
- Posi-Tension Drums.

A) Removal and disposal of old door is included.

B) Overhead Door Co. of SE NM is not responsible for sealing problems due to floor or concrete irregularities.

C) Estimated shipment : 6 - 8 weeks after receipt of bona fide order. This estimate is based on our current level of business and may increase or decrease depending on when the order is placed.

D) No electrical work included. All power and control wiring(both high and low voltage) and conduit or any other electrical apparatus, and their installation or connection is by others.

E) Tax not included.

We hereby propose to complete in accordance with above specification, for the sum of:

Two Thousand Nine Hundred Fifty Five Dollars and No Cents

2,955.00

Signature

Estimator/ Sales- Eddie Eudy

Direct Dial: 575-622-0149

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

Purchaser agrees that material shall remain in seller's possession until paid in full. In the event the Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. There shall be a 2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents or delays beyond our control.) No Electrical

Work Included: All power and control wiring, both high and low voltage unless specified is the responsibility of others.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Southeastern NM

PO Box 1673
Roswell, NM 88202-1673

200 South Hemlock
Roswell, NM 88203

The Genuine. The Original.



Phone: 575-622-0149

Fax: 575-622-4187

Hobbs Phone: 393-2250

Proposal #: OHD-1314

Q 1644

PROPOSAL SUBMITTED TO: Aersale				Date 1/31/2017		Attention Chris Huebner			
STREET 511 East Challenger				Job Name South Side East Door and Operator Replacement					
City Roswell		State NM	Zip Code 88203		Job Location 56 G Street Roswell, NM				
Phone Number		Fax Number			Job Phone				
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEADROOM	JAMB TYPE
1	1	424	16' 2"	11' 6"	16' 0"	11' 5"	Electric	22 Inches	Steel
2	1	RSX-J	Jackshaft	Electric	Operator				

FURNISH AND INSTALL:

The above sized 424 series non-insulated sectional door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: non-insulated 24 ga. roll-formed ribbed galvanized steel sections constructed with rabbetted meeting rails to form weather tight joints, with 16 ga. center and end stiles. Section thickness is to be 2". Product design will meet or exceed industry standards for wind loading. Hinges, tracks, and fixtures will be galvanized.

Overhead Door Corp. standard duty operator, model RSX-J. Jackshaft type for use on Sectional doors. Operator to be mounted right hand. Horsepower - 1/2. Voltage - Single phase 115vac or 208vac or 230vac power, 60 Hz. Rated continuous duty (60 cycles per hour). Motor - Open Drip Proof, with braking system. Furnished with emergency chain hoist and floor-level disconnect. Connection to door is side mount and direct coupled to door shaft.

Electrical and mechanical features include:

3-Button Control Station (open-close-stop).

DC progressive brake system brings the door to a soft stop for less wear and tear on the system.

Control system features a delay on reverse.

Einstein Logic - intelligent digital menu with self-diagnostics.

Advanced Radio Receiver System - stores individual signals for up to 250 Code Dodger® transmitters.

Extra safety and security with transmitters including the new commercial dual frequency versions.

Primary reduction is Super Belt with automatic tensioning. Secondary reduction is by chain and sprocket.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- 16 ga. intermediate and end stiles.
- 24 ga. galvanized roll-formed steel sections with 2" nominal thickness.
- Flex. PVC bottom weatherstrip held by retainer /provides addtl. reinforcement.
- Rabbetted meeting rails.
- White baked-on polyester coating.
- Weatherseal, Jamb Seal Black.
- Weatherseal, Blade Top Seal, dual flap.
- Lock, Inside Slide (#1).
- Compression Bumpers.
- Track, 2", Continuous Angle In (#2) STEEL JAMB.
- Posi-Tension Drums PT-4.

- Solid Shaft, 1" In Lieu Of Tubing.

Item 2 above to feature the following:

- (1) Commercial Photo Eye Kit (OPAKPE2.S).
- (1) 3- Button (Open/Close/Stop), Surface or Flush Mount, NEMA1 (075211-0000).

- A) Voltage could not be accurately determined upon visual inspection. This proposal is given with the understanding that the voltage will need to be field verified before an order is placed. If it is determined that the voltage is different than what was figured, additional costs will be passed on to the purchaser.
- B) No electrical work included. All power and control wiring(both high and low voltage) and conduit or any other electrical apparatus, and their installation or connection is by others.
- C) Overhead Door Co. of SE NM is not responsible for sealing problems due to floor or concrete irregularities.
- D) Removal and disposal of old door and operator is included.
- E) Tax not included.

We hereby propose to complete in accordance with above specification, for the sum of:

Five Thousand Six Hundred Sixty One Dollars and No Cents

5,661.00

Signature

Eddie Eudy
Estimator/Sales - Eddie Eudy

Direct Dial: 575-393-2250

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

Purchaser agrees that material shall remain in seller's possession until paid in full. In the event the Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorney's fees. There shall be a 2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents or delays beyond our control.) No Electrical Work Included: All power and control wiring, both high and low voltage unless specified is the responsibility of others.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter called "Landlord" and SIDNEY GUTIERREZ MIDDLE SCHOOL hereinafter "Tenant", hereby agree to the following amendment to that certain Lease Agreement dated March 8, 2012.

Effective with Council approval April 13, 2017:

Tenant wishes to exercise the first of two five year options for leased property at Roswell International Air Center. Lease term shall be July 1, 2017 through June 30, 2022. Tenant agrees to pay to Landlord as rent the sum of Thirty Four Thousand, Eight Hundred Eighty Four Dollars and No Cents (\$34,884.00), payable in 12 monthly installments of \$2,907.00 the first year of the new term.

Except as amended herein, the Lease and Addenda shall continue without change, except as modified above, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this FIRST Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of April 13, 2017.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll, City Clerk

TENANT:
SIDNEY GUTIERREZ MIDDLE SCHOOL

President Governing Council

ROSWELL NEW MEXICO
Legal Committee
Thursday, March 30, 2017 at 4:00 p.m.
City Hall Conference Room
425 N. Richardson – Roswell, NM 88201

ACTION REQUESTED:	Consider recommendation to full council of revised Proposed Ordinance 17-10, permitting poultry within city limits, to authorize advertisement of a public hearing on same.
BACKGROUND:	Currently, chickens and other egg-laying fowl are prohibited from being kept in city limits. The City Code could be amended to permit keeping a small number of female fowl (i.e. no roosters) subject to certain conditions related to cleanliness and safety. The ordinance as drafted provides for a limit on the number of fowl based on lot sizes, and relies on other sections to address questions of animal cruelty and animal nuisance.
FINANCIAL CONSIDERATION:	Not applicable at this time.
LEGAL REVIEW:	Not applicable.
BOARD and/or COMMITTEE ACTION:	Not applicable.
STAFF RECOMMENDATION:	Consider recommendation to full council of revised Proposed Ordinance 17-10, permitting poultry within city limits, to authorize advertisement of a public hearing on same.

Attachment 1: Proposed Ordinance 17-10.

PROPOSED ORDINANCE 17-10

AN ORDINANCE PERMITTING POULTRY WITHIN CITY LIMITS

Whereas, the governing body sees a benefit to allowing poultry to be raised within city limits;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. The Roswell City Code will be amended to include a new Sec. 4-16 to read as follows:

1. The following terms as used in Sec. 4-16 are defined as follows:
 - a. “Poultry” means
 - b. “Acceptable Poultry” means
2. Poultry may be kept in all zoning districts pursuant to the following limitations.
 - a. Four females (hen (chicken), hen (turkey), duck, or goose) may be kept on any lot within the city.
 - b. In lots having an area of at least one-half (½) acre but less than one (1) acre, ten (10) females (hen (chicken), hen (turkey), duck, or goose) may be kept.
 - c. In lots of one acre or larger, twenty-five females (hen (chicken), hen (turkey), duck, or goose) may be kept per acre.
3. No rooster or male chickens mature enough to crow or otherwise disturb the peace shall be kept within the city.
4. Poultry permitted by this chapter shall be housed in outdoor species-appropriate housing.
5. Secure enclosures which protect the poultry from predators and allow for species specific behaviors including but not limited to roosting, scratching, dusting, and nesting, are required and shall be constructed prior to acquisition of the poultry. Roosting areas shall provide no less than two (2) square feet per bird. The enclosure shall provide adequate shade and must be located at least ten (10) feet from any other structure and at least five (5) feet from any lot line.
6. Poultry shall be provided with constant access to potable water in sufficient amount as to maintain good health.
7. Nothing in this section shall be construed as to limit liability that may arise under Section 4-1 of the Roswell City Code as it relates to the care of poultry permitted under this section.
8. Nothing in this section shall be construed as permitting the keeping of poultry in numbers that constitute an animal nuisance as prohibited by Section 4-38 of the Roswell City Code as applicable.

SECTION 2. Section 4-13 of the Roswell City Code is amended as follows:

The keeping, harboring, confining or maintaining of any animals classified as livestock or fowl, except as permitted under Sec. 4-16, within the city is hereby declared to be a nuisance and unlawful, except in areas classified as Rural-Suburban (R-S) under the zoning ordinance.

Exception: Rabbits may be kept within those areas that are zoned R-1, R-2, R-3 providing there are no more than three rabbits, which must be of the same sex, and are permanently housed in cage that prevents their escape. The residence where the rabbits are housed is subject to applicable provisions of the Roswell Municipal

Code chapter 4 and specifically:

- (1) No person shall offer this animal as a prize, award, novelty, or incentive.
- (2) It shall be unlawful for anyone to willfully allow rabbits to run at large upon their premises or within the city limits.
- (3) Cages or secure enclosures shall be located ten feet from the nearest property line, and must also conform to zoning and building requirements.
- (4) All housing, pens, cages or facilities shall be structurally sound, maintained in good repair, adequately spaced, weatherproof, ventilated, sufficiently shaded, easy to be kept clean, sanitary and of nontoxic materials.
- (5) Animals shall be provided with clean, fresh, and sufficient amount of water, wholesome and adequate food.
- (6) This exception applies only to domesticated rabbits and excludes all other rabbits commonly referred to as wild rabbits (i.e., Cottontail rabbits and jackrabbits).

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED the ____ day of May, 2017.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST: _____
Sharon Coll, City Clerk

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

ROSWELL NEW MEXICO
Legal Committee
Thursday, March 30, 2017 at 4:00 p.m.
City Hall Conference Room
425 N. Richardson – Roswell, NM 88201

ACTION REQUESTED:	Discussion of amendment to Roswell City Code to permit off-highway vehicles to operate on paved city streets.
BACKGROUND:	Currently, off-highway vehicles are not permitted to operate on City streets. Several other municipalities have followed the state's lead in permitting these vehicles to be operated on municipal roadways subject to certain limitations.
FINANCIAL CONSIDERATION:	Not applicable at this time.
LEGAL REVIEW:	Not applicable.
BOARD and/or COMMITTEE ACTION:	Not applicable.
STAFF RECOMMENDATION:	Discussion of amendment to Roswell City Code to permit off-highway vehicles to operate on paved city streets.

Attachment 1: Farmington City Code Secs. 25-3-136 to -140
Attachment 2: NMSA 1978, § 66-3-1011

CITY OF FARMINGTON CODE OF ORDINANCES

DIVISION 5. - OFF-HIGHWAY MOTOR VEHICLES

Sec. 25-3-136. - Definitions.

As used in this division, the following definitions shall apply:

Off-highway motor vehicle means a motor vehicle designed by the manufacturer for operation exclusively off the highway or road and includes:

- (1) "Recreational off-highway vehicle", which means a motor vehicle designed for travel on four or more non-highway tires, for recreational use by one or more persons, and having:
 - a. A steering wheel for steering control;
 - b. Non-straddle seating;
 - c. Maximum speed capability greater than 35 miles per hour;
 - d. Gross vehicle weight rating no greater than 1,750 pounds;
 - e. Less than 80 inches in overall width, exclusive of accessories;
 - f. Engine displacement of less than 1,000 cubic centimeters; and
 - g. Identification by means of a 17-character vehicle identification number; or
- (2) By rule of the state department of game and fish, any other vehicles that may enter the market that fit the general profile of vehicles operated off the highway for recreational purposes.

(Ord. No. [2016-1286](#), § 1, 5-10-16)

Sec. 25-3-137. - Operation on streets or highways — prohibited areas.

- (a) A person shall not operate an off-highway motor vehicle on any:
 - (1) Limited access highway or freeway at any time;
 - (2) Paved street or highway except as provided in Subsection B or C of this section;
 - (3) Walking trails; or
 - (4) City parks.
- (b) Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the roadway. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then cross in the most direct manner as close to a perpendicular angle as possible.
- (c) A recreational off-highway vehicle may be operated on a paved street owned and controlled by the city if:
 - (1) The vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act, Sec. 66-3-1001 through 66-3-1021, NMSA 1978;

- (2) The vehicle has brakes, side mirrors on the right and left side of the driver, turn signals, horn, speedometer illuminated for nighttime operation and mufflers;
- (3) The operator has a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit;
- (4) The operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act, Sec. 66-5-201 through 66-5-248, NMSA 1978; and
- (5) A person shall not operate an off-highway motor vehicle or ride upon an off-highway motor vehicle without wearing eye protection and a safety helmet that comply with the Off-Highway Motor Vehicle Act.

(Ord. No. [2016-1286](#), § 1, 5-10-16)

Sec. 25-3-138. - Speed limit.

The speed limit for recreational off-highway vehicles operated within the city shall be 45 miles per hour or the posted speed limit, whichever is less. A recreational off-highway vehicle traveling on a paved street shall travel at a speed that complies with the Off-Highway Motor Vehicle Act.

(Ord. No. [2016-1286](#), § 1, 5-10-16)

Sec. 25-3-139. - Passengers.

A person operating a recreational off-highway vehicle shall ride only upon the permanent and regular seat attached thereto and such operator shall not carry any other person nor shall any other person ride on a recreational off-highway vehicle unless such vehicle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat, if designed for two persons, or upon another seat firmly attached to the recreational off-highway vehicle at the rear of the operator.

(Ord. No. [2016-1286](#), § 1, 5-10-16)

Sec. 25-3-140. - Obedience to traffic laws required.

Any person operating an off-highway motor vehicle shall obey all traffic laws, rules and regulations and shall be subject to the provisions of Articles 1 through 8 of Chapter 66 NMSA 1978 [except 66-7-102.1 NMSA 1978].

(Ord. No. [2016-1286](#), § 1, 5-10-16)

West's New Mexico Statutes Annotated

Chapter 66. Motor Vehicles

Article 3. Registration Laws; Security Interests; Anti-Theft Provisions; Bicycles; Equipment; Unsafe Vehicles; off-Highway Motor Vehicles; Other Vehicles (Refs & Annos)

Part 11. Off-Highway Motor Vehicles

N. M. S. A. 1978, § 66-3-1011

§ 66-3-1011. Operation on streets or highways; prohibited areas

Effective: May 18, 2016

[Currentness](#)

A. A person shall not operate an off-highway motor vehicle on any:

(1) limited access highway or freeway at any time; or

(2) paved street or highway except as provided in Subsection B, C or D of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the roadway. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then cross in the most direct manner as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the state transportation commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing entity if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) the vehicle has brakes, mirrors and mufflers;

(3) the operator has a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit;

(4) the operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act; and

(5) the operator of the vehicle is wearing eye protection and a safety helmet that comply with the Off-Highway Motor Vehicle Act.

D. By ordinance or resolution, a local authority or state transportation commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

E. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

F. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the energy, minerals and natural resources department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of energy, minerals and natural resources.

G. Unless authorized, a person shall not:

(1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or

(2) install any off-highway motor vehicle-related sign.

Credits

L. 1975, Ch. 240, § 11; L. 1978, Ch. 35, § 207; L. 1985, Ch. 189, § 11; [L. 2005, Ch. 325, § 14, eff. Jan. 1, 2006](#); [L. 2009, Ch. 53, § 7, eff. April 1, 2009](#); [L. 2016, Ch. 91, § 1, eff. May 18, 2016](#).

Formerly 1953 Comp., § 64-42-11; 1953 Comp., § 64-3-1011.

NMSA 1978, § 66-3-1011, NM ST § 66-3-1011

Current including emergency Ch. 3, of the 1st Regular Session of the 53rd Legislature (2017)
